

THOMPSON
HINE & FLORY LLP

Attorneys at Law

December 27, 2000

RECORDATION NO. 22746-B FILED

DEC 27 '00 1:17 PM

SURFACE TRANSPORTATION BOARD

VIA HAND DELIVERY

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

Dear Secretary Williams:

Enclosed for recordation, under the provisions of 49 U.S.C. § 11301(a) and the regulations promulgated thereunder, are executed counterparts of Amendment to Memorandum of Security Interest (the "Amendment") dated as of December 20, 2000, by and between Residual Based Finance Corporation ("Debtor"), and Heller Financial Leasing, Inc. ("Secured Party"), a secondary document not previously recorded.

The names and addresses of the parties to the enclosed document are:

DEBTOR: Residual Based Finance Corporation
Three First National Plaza
Suite 1240
Chicago, IL 60602

SECURED PARTY: Heller Financial Leasing, Inc.
500 West Monroe Street
Chicago, IL 60661

A description of the railroad equipment covered by the enclosed documents are: seven GP38-2 locomotives now described as BNSF 2376 through and including BNSF 2382. The instant Amendment amends that certain Memorandum of Security Interest between Debtor and Secured Party, dated as of December 1, 1999, which evidences Debtor's grant to Secured Party of a first priority and continuing security interest in the said locomotives. The Memorandum of Security Interest was recorded with the Board on February 2, 2000, and assigned Recordation No. 22746. The said Assignment should be assigned Recordation No. 22746-B.

A short summary of the document to appear in the STB Index follows:

1920 N Street, N.W. Washington, D.C. 20036-1601 202-331-8800 fax 331-8330

BRUSSELS, BELGIUM CINCINNATI CLEVELAND COLUMBUS DAYTON PALM BEACH WASHINGTON, D.C.

THOMPSON
HINE & FLORY LLP

Attorneys at Law

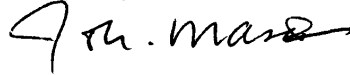
Honorable Vernon A. Williams
Secretary, STB
December 27, 2000
Page 2

Amendment to Memorandum of Security Interest
between Residual Based Finance Corporation, the
Debtor, and Heller Financial Leasing, Inc., the
Secured Party, covering seven GP38-2 locomotives
now identified as BNSF 2376 through and including
BNSF 2382.

Enclosed is a remittance in the amount of \$26.00 for the required recording fees.

Once the filing has been made, please return to bearer the stamped counterparts not
needed for your files, together with the fee receipt and letter from the Secretary acknowledging
the filing, and the extra copies of this letter of transmittal.

Very truly yours,



John K. Maser III
*Attorney for Purposes of this Filing for
Residual Based Finance Corporation and
Heller Financial Leasing, Inc.*

Enclosure

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049849.03

AMENDMENT TO
MEMORANDUM OF SECURITY INTEREST

DEC 27 1999 1:17 PM

SURFACE TRANSPORTATION BOARD

This Amendment to Memorandum of Security Interest is dated as of December 20, 2000, and is by and between Residual Based Finance Corporation, an Illinois corporation (the "Debtor") and Heller Financial Leasing, Inc., a Delaware corporation (the "Secured Party").

WHEREAS, pursuant to that certain Amended and Restated VAK Promissory Note (the "Promissory Note") dated as of December 1, 1999, Vincent A. Kolber, an individual residing in Chicago, Illinois, promises, among other things, to pay to the order of Secured Party a certain principal sum of money, together with interest thereon, as set forth in the said Promissory Note.

WHEREAS, in order to secure the payment and performance of the obligations set forth in the said Promissory Note, Debtor has granted to Secured Party a first priority and continuing security interest in all of its now owned or hereafter acquired right, title and interest in and to the seven (7) 2,000 Horsepower GP38-2 Locomotives manufactured by General Motors Corporation (Electro-Motive Division) and numbered BNSF 2376 through BNSF 2382, inclusive, formerly ATSF 2374 through ATSF 2380, inclusive, and prior thereto ATSF 3565 through 3571, inclusive, and prior thereto TP&W 2005 through 2011, inclusive and all replacements thereof and modifications and accessions thereto (the "Equipment").

WHEREAS, in order to show for the public record the security interest in the said Equipment in favor of the Secured Party, a Memorandum of Security Interest, dated as of December 1, 1999, between Debtor and Secured Party, was filed with the Surface Transportation Board on February 2, 2000, and assigned Recordation No. 22746.

WHEREAS, Secured Party has agreed to a further amendment of the said Promissory Note, and in a Second Amended and Restated Promissory Note, dated December 1, 2000, Vincent A. Kolber promises, among other things, to pay to the order of Secured Party a certain principal sum of money, together with interest thereon, as set forth in the said Second Amended and Restated Promissory Note, secured by the same Equipment identified above.

IN WITNESS WHEREOF, the parties wish to show for the public record the security interest in the said Equipment in favor of the Secured Party, and accordingly have caused this Amendment to Memorandum of Security Interest to be executed by their officers, thereunto, duly authorized, as of the date first above written.

RESIDUAL BASED FINANCE CORPORATION

By: Name: Vincent A. Kolber

HELLER FINANCIAL LEASING, INC.

By: Name: Joseph B. WilliamsTitle: Vice President

STATE OF ILLINOIS

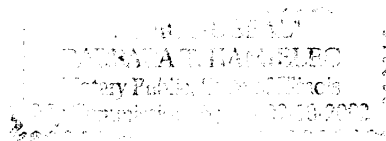
COUNTY OF COOK

On this 20 day of December, 2000, before me personally appeared Vincent A. Kobler to me personally known, who, being duly sworn, did say that he is President of Residual Based Finance Corporation, and that the foregoing instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that execution of the foregoing instrument was the free act and deed of such corporation.


Notary Public

My Commission Expires:

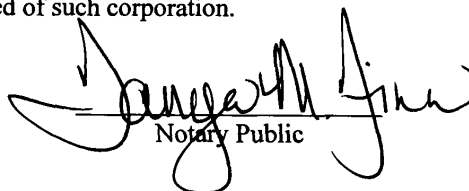
09.10.2002



STATE OF ILLINOIS)

COUNTY OF COOK)

On this ___ day of December, 2000, before me personally appeared Joseph B. Williams to me personally known, who, being duly sworn, did say that he is Vice President of Heller Financial Leasing, Inc., and that the foregoing instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that execution of the foregoing instrument was the free act and deed of such corporation.


Notary Public

My Commission Expires:

10/25/03



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